SH2290740/IV2327720
Table of Contents

Deputy Involved shooting Form

Personnel Investigation Form

Investigative Summary

Transcribed Interviews:

Sworn Personnel
Deputy Shirley
Suspect Sultan

Exhibits
A- Homicide Book
B- Photographs of involved vehicles
C- CD- Deputy Shirley's initial call to Compton Station
D- CD- Deputy Shirley's initial 911 call
E- CD- Audio of shooting and Deputy Shirley's conversation with 911 operators after 998
F- CD- Suspect Sultan's 911 call after being shot
G-CD- Video footage of Suspect Sultan and Deputy Shirley Exiting the 10 Freeway at Mateo Street
H- Suspect Sultan's medical records regarding his eye injury
I-6 CD's containing Discovery and Depositions regarding Suspect Sultan's Civil Law Suit, Medical and Employment Records and Photographs of Suspect Sultan's eye injury

Miscellaneous Documents
DA Letter of Opinion
Chief's Memo
Administrative Rights, Subjects (1)
Request Form IAB Investigation Form
Time tolling memos (2)
Deputy Shirley's shooting and training records
1 Master DVD containing all interviews, calls, photographs and video's pertaining to case

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COUNTY OF LOS ANGELES

SHERIFF'S DEPARTMENT

"A Tradition of Service"

OFFICE CORRESPONDENCE

DATE: July 14, 2014
FILE NO:

Ralph Webb km

FROM: RALPH J. WEBB, COMMANDER
EAST PATROL DIVISION

TO: ALICIA E. AULT, CAPTAIN
INTERNAL AFFAIRS BUREAU

SUBJECT: EXECUTIVE FORCE REVIEW COMMITTEE FINDINGS

Case Number:	IV2327720 / SH2290740
Incident:	Off Duty Hit Shooting
Incident Date:	June 22, 2011
Unit:	Communication Fleet Management Bureau
Suspect:	Hesham Sultan MO/11/13/67
Involved Employee:	Deputy Steven W. Shirley, #[redacted]
EFRC Date:	July 10, 2014

The Executive Force Review Committee (EFRC) consisting of Commanders David Halm, Ralph Webb, and Patrick Maxwell met and reviewed the above case.

FINDINGS:

The Executive Force Review Committee convened on July 10, 2014, and reviewed the off duty hit shooting investigation under case #SH2290740. The EFRC determined the force used against the suspect was not within Department policy. The EFRC also determined the tactics used were not within Department policy.

The EFRC determined that Deputy Shirley violated the following policies: General Behavior; Performance to Standards; Unreasonable Force; Use of Firearms and Deadly Force.

RECOMMENDATIONS:

The EFRC recommended that Deputy Steven W. Shirley be discharged.

RJW:RFI:rfi



LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE
BUREAU OF FRAUD AND CORRUPTION PROSECUTIONS
JUSTICE SYSTEM INTEGRITY DIVISION

JACKIE LACEY • District Attorney
SHARON J. MATSUMOTO • Chief Deputy District Attorney
JOSEPH P. ESPOSITO • Assistant District Attorney

SCOTT K. GOODWIN • Director

December 5, 2012

Captain David Smith
Homicide Bureau
Los Angeles County Sheriff's Department
5747 Rickenbacker Road
Commerce, Californiua 90040

Re: J.S.I.D. File #11-0438
LASD File #011-09538-2199-057

Dear Captain Smith:

The Justice System Integrity Division of the Los Angeles County District Attorney's Office has completed its review of the June 22, 2011, non-fatal shooting of Shawn Sultan, by off-duty Los Angeles Sheriff Deputy Steven Shirley. Based on the totality of the circumstances, the People cannot prove beyond a reasonable doubt that Shirley did not act in reasonable self-defense.

The District Attorney's Command Center was notified of the shooting on June 22, 2011, at 8:05 a.m. The District Attorney Response Team, comprised of Deputy District Attorney Stephanie Sparagna and District Attorney Senior Investigator [redacted] responded to the scene. They were given a briefing of the circumstances of the shooting and a "walk-through" of the scene.

The following analysis is based on reports submitted by the Los Angeles Sheriff's Department, (LASD) Detectives Phil Guzman and Kathleen Gallagher. Deputy Shirley's statement was considered in this analysis.

FACTUAL ANALYSIS

On June 22, 2011, at approximately 4:10 a.m., off-duty Los Angeles Deputy Sheriff (LASD) Steven Shirley was driving to work southbound on Interstate 5 (I-5). Shirley was assigned to the Technical Services Division, Advanced Surveillance and Protection Unit (ASAP) which operates license plate recognition and gunshot detection systems. ASAP is located in the City of Norwalk. Shirley was not in uniform and was driving his personal car, a gray, 2006 Acura with tinted windows and no license plates.

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Shawn Sultan lives in Panorama City and works as a precision machinist at [redacted] located in the City of Vernon. Sultan was driving his black 2006 Ford Crown Victoria (Ford). It is a former police car with push bumpers, spotlights and rear tinted windows. Sultan purchased the car from his auto mechanic who legally obtained it at an auction.

Sultan was driving the Ford to work southbound on I-5 when he passed Shirley's Acura. Shirley called the Compton Police Station, where he worked nearly three years earlier, requesting a deputy to run Sultan's license plate to determine if the Ford was registered to a police officer. Shirley was informed the car was registered to Hersham Mohamed Sultan, Shawn Sultan's legal name. Shirley then called 9-1-1 stating that Sultan was driving erratically.

Sultan tried to evade Shirley who was now following Sultan on I-5. Frustrated by Shirley's actions, Sultan pulled over at the Main Street off ramp. Shirley stopped behind him in the #4 lane. Sultan got out of his car, raised his hands and gestured, "What's going on?" Shirley reversed his car while instructing the CHP operator to send units "Code 3."[1] When Shirley did not respond, Sultan got in his car and drove quickly across lanes to exit at Mateo Street.

Shirley followed Sultan onto Mateo Street. Realizing he was still being followed, Sultan made a U-turn, crossed over the center line and drove towards Shirley who reversed his car and backed away. Sultan veered his car aiming to position his driver door to the Acura's driver door. Shirley yelled twice at the CHP dispatcher, "He's coming at me," followed by the sounds of gunfire and Shirley's announcement "998"[2] multiple times. Sultan sped away.

Shirley later explained he saw Sultan's window come down and could see Sultan from the chest up looking at him. Shirley did not see any movement in the car. However, Shirley believed Sultan intended to shoot him. Shirley was in fear for his life and fired multiple rounds at Sultan with his personal semiautomatic handgun through his closed front driver's window.

Shirley continued to follow Sultan describing the route to the operator who was notifying both the Los Angeles Police Department (LAPD) and the Vernon Police Department (VPD) that Shirley had been in an "officer involved shooting" with the driver of the Ford.

As Sultan sped away, he called 9-1-1 pleading for help and explaining he had been shot. Sultan stopped his car when he saw LAPD officers who took him into custody as the "drunk driving" suspect who shot at an officer. Paramedics were called and Sultan was transported to Los Angeles County Medical Center (LACMC) where he was hospitalized due to his serious injuries.

LAPD Robbery Homicide Detectives were detailed to investigate the shooting but it was agreed that LASD Detectives would handle the investigation "since Deputy Shirley was taking police action while on his way to his assignment." Sultan was arrested for assault with a deadly weapon, to wit, a vehicle, in violation of Penal Code section 245(a)(1). On August 1, 2011, the

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[1] Police code for "Proceed immediately with lights and sirens."
[2] Police code for "Officer involved shooting; request assistance."

case was presented to Crimes against Peace Officers Unit (CAPOS) for filing consideration and was rejected.

Statement of Shawn Sultan

Sultan is 44 years old and [redacted] He is [redacted]

Sultan was late for work and traveling 75 to 85 miles per hour southbound on the I-5 in "the fast lane" near the Colorado Street exit when he "came up fast" upon the slower moving Acura. Sultan did not tailgate but changed to the lane next to the Acura to pass it. Sultan ignored the Acura's flashing high beams and continued driving to work.

While still on I-5 between State Route Highway 2 (SR-2) and State Route Highway 110 (SR-110), Sultan saw a car, he soon recognized as the Acura, approaching at a high rate of speed. The car came "right up" on his "tail." There was little traffic and Sultan increased his speed to 80 miles per hour "trying to get away" but the Acura continued to follow. Sultan explained, "The whole time he just kept up to me."

While remaining on I-5 after passing the SR-110, Sultan pulled to the shoulder. The Acura stopped in the middle of the #4 lane behind him. Sultan got out of his car waving his hands at the driver gesturing, "What's going on?" Sultan could not see the driver because the windows were tinted and the headlights were in his eyes. The Acura backed up on the I-5 and Sultan got back into his car and sped away. The Acura caught up to him again. Sultan swerved between some trucks trying to lose the Acura but the driver continued to follow Sultan.

Sultan drove onto the westbound Interstate 10 (I-10) and exited Mateo Street. He stopped at the bottom of the ramp at the stop sign and made a left turn onto Mateo Street. Sultan saw in his rear view mirror the Acura following him onto Mateo Street. Sultan passed under the I-10 and made a U-turn at Enterprise Street, the first street on the left, "to see what the hell was going on" and to tell the driver to "leave [him] the hell alone." After making the U-turn, Sultan traveled north on Mateo Street in the direction of the Acura which was traveling southbound on Mateo Street.

Sultan drove in the lane next to the Acura as he approached aiming to position his car driver door to driver door. He did "not drive at the Acura, swerve at the Acura or go in the lane in which the Acura traveled." He could not see the driver because the Acura had tinted windows. The Acura stopped first as Sultan approached. Sultan did not have a chance to open his window or talk to the driver when he was suddenly shot.[3] Sultan explained the driver started shooting right away:

> "I had gotten next to him...barely...didn't even get a chance to ask or open the window or say anything...and he just started shooting...I heard four gunshots and reality kicked in."

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[3] Sultan told Deputy [redacted] as he approached the Acura he heard glass breaking and subsequently felt pain to his right bicep and chin.

Sultan immediately felt pain in his left eye and right arm. Sultan drove northbound on Mateo Street as he called 9-1-1 on his cell phone. He looked in the rearview mirror and saw the Acura was still following him. Sultan was "disoriented because his eye was bleeding and his arm was throbbing." He drove desperately trying to lose the Acura and begged the operator to send help explaining "they were still following me." He told the operator he would drive to the Vernon Police Station and asked her to have the police meet him outside. He then saw LAPD responding to his location on Alameda Street and pulled over believing they were there to help him.

The LAPD officers were yelling at him but he could not hear them. He opened his window and got out of his car and told the 9-1-1 operator that LAPD had arrived. The LAPD officers yelled at him to drop his gun. Sultan explained he did not have a gun and was holding his cell phone. Sultan placed the phone on the hood of his car, placed his hands on top of his head and laid on the ground as instructed by the officers one of whom placed a knee in Sultan's back and handcuffed him. Sultan asked the officer to be careful because his arm was hurting.

While speaking to the 9-1-1- operator, Sultan learned the person who shot him was a deputy sheriff. Sultan was transported to the hospital by paramedics. Sultan did not possess a gun.[4] Sultan acknowledged speeding but stated he never traveled 100 miles per hour.

Statement of Steven Shirley

On June 22, 2011, LASD Detectives Kathleen Gallagher and Phil Guzman interviewed Shirley at the Homicide Bureau. Adam Marangell, Shirley's attorney, was present. Shirley has been employed by LASD as a deputy sheriff for twenty two years. He worked [redacted] In 2009, he was assigned to ASAP.

Shirley was driving in the #1 lane southbound on I-5 near Burbank and Glendale approaching State Route 134 (SR-134). Shirley looked in his rearview mirror and saw headlights which he "immediately recognized belonging to a Ford Crown Victoria." The Ford was straddling the #1 and #2 lanes as it approached at a high rate of speed which Shirley "estimated to be 75 miles per hour." Shirley thought the car which was "barreling down" was going to hit his car. Shirley veered to the left shoulder and "almost scraped his car against the k-rail." The Ford straddled the #1 and #2 lanes as it passed Shirley on the right. Shirley estimated the Ford was "approaching 100 miles per hour."

Shirley accelerated and "caught up" to the Ford as it traveled in the #1 lane but maintained a distance of 30 to 40 yards behind while traveling in the #2 lane. They both traveled at a steady speed of 75 to 80 miles per hour for a quarter of a mile. Suddenly, the Ford slowed to 60 miles per hour and then abruptly stopped "even though there was nothing in front of it." Shirley passed the Ford from the #2 lane and saw it had push bars on the front bumper and spotlights.

[4] Sultan told LAPD officers he was in possession of a pocket knife when they searched him.

Shirley thought:

> "This guy is a police officer in a detective's car. He actually slowed behind me and I stayed in front of him for a little bit. I was thinking okay he's going to... he may turn off his lights if he's got any emergency lights to get me to back off and then he would go on. But I still wasn't convinced—at this point, I am not convinced this guy is a police officer."

The Ford accelerated passing Shirley, who was able to see the license plate, called LASD Compton Station and spoke to LASD Deputy Victor Montes requesting him to run the plate. Shirley could not remember the name but learned that the car was registered to a "private citizen." When Shirley learned a police officer was not driving the car, he immediately called 9-1-1. Shirley thought:

> "He's obviously driving erratic. He almost drove me into the k-rail...figured he was going to hurt someone...so got on the phone with the CHP and told them who I was, what was going on and that we were now passing the 110 Freeway."

Shirley stated he continued to follow the car while he "laid back the whole time." When asked what his thoughts were at this time, Shirley stated:

> "I had no idea. Maybe he was drunk, under the influence of something because he's doing close to 100 miles per hour running people off the road."

The cars continued on I-5 passing SR-110. The Ford traveled in the #1 lane, crossed to the #4 lane and approached Main Street exit where it abruptly stopped ten yards down the off-ramp, half in the exit lane and half on the right shoulder of the ramp. Shirley stopped his car in the #4 lane a distance behind the Ford.

Within seconds after stopping, the driver's door opened and Sultan got out of the car, walked towards Shirley and stopped a few feet past the back bumper of the Ford. Shirley, who was still stopped in the #4 lane of I-5, backed his car away from Sultan, who in response, turned around and got back into the Ford. Shirley could see his hands were empty. Shirley could not determine if anyone else was in the Ford because the windows were tinted. Sultan backed up, cut across the shoulder and drove back on the I-5 south. Shirley followed Sultan. The Ford suddenly cut across all lanes of traffic as they passed Mission Street and I-10 East exit. Shirley remained on his cell phone with the CHP as Sultan suddenly transitioned to the westbound I-10 and exited on Mateo Street. Shirley followed.

Sultan failed to stop at the stop sign at the bottom of the exit ramp and turned left onto Mateo Street which ran north /south under I-10. Sultan traveled past the I-10 under crossing southbound on Mateo Street. Shirley also turned left onto Mateo Street traveling southbound still speaking to CHP when Sultan applied his brakes, made a U-turn and traveled northbound in the southbound lane directly at Shirley's car.

Shirley could see the headlights of the Ford driving "square on" at him. Shirley put his car in reverse and backed away from the Ford which was traveling 20 to 25 miles per hour towards him. Shirley backed up 20 to 30 yards as Sultan drove towards him. Sultan suddenly veered to the right, pulled alongside of Shirley's car and stopped momentarily. The Ford was so close Shirley could have "reached out and touched it." When Shirley saw the Ford maneuver to the side of his car he took his foot off the accelerator because he did not know what was behind him and was concerned he would hit the curb or a car. Shirley slowed down but was still moving in reverse when he realized Sultan was not going to hit his car. At this point the cars were on Mateo Street north of the freeway underpass driver's door to driver's door.

Shirley's windows were up. Shirley could see the Ford's windows were coming down or open. Shirley could see Sultan from the chest up. He could not see anything in the car or Sultan doing anything other than looking at Shirley. Fearing Sultan was going to produce a gun due to all of his prior activity, Shirley fired multiple rounds at Sultan through his closed window.

Sultan drove away north on Mateo Street after Shirley shot him. Shirley turned around and followed while speaking to the CHP operator.

Shirley stated he fired his off-duty weapon, a compact 9mm Beretta model 92F, five to seven times. He carried his off-duty weapon in his waistband with one round in the chamber and twelve rounds in the magazine.[5] Detectives examined Shirley's gun which was still in his possession during the interview. Detectives also obtained a second magazine from Shirley. The magazine in the Beretta was not the magazine in the gun at the time of the shooting. After making a U-turn to follow the Ford he ejected the magazine and inserted a fresh magazine obtained from the door pocket of his car.

Shirley fired his weapon nine times and did not suffer any injury.

Other Evidence

At 4:28 a.m. the 9-1-1 operator recorded Shirley yelling into his cell, "Okay, he's turning…he's coming right at me…he's coming head on at me" followed by eight gunshots in rapid succession and Shirley yelling, "998…998."

Doctors recovered one bullet fragment from Sultan's chin and another bullet fragment from Sultan's right arm. One bullet is still in his arm. He has not recovered complete feeling in his arm and experiences constant tingling and pain. Sultan sustained serious injuries to his left eye which required the removal of metal fragments and laser treatments. The cornea is still swollen and he has been fitted for artificial lens replacement. Sultan will likely not regain sight in his left eye.

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[5] His service weapon was in the trunk of his car.

Video was obtained from a security camera which shows the intersection of Mateo Street and Enterprise Street. Sultan's car is seen driving west off the ramp and turning south onto Mateo Street. He did not stop at the stop sign. Shirley's car is seen driving west off the ramp and turning south onto Mateo Street a slight distance behind Sultan. Shirley did not stop at the stop sign. When Sultan is at the south side of the freeway underpass, his brake lights illuminate. Shirley has caught up to Sultan and is directly behind him. Sultan begins to make a U-turn. Shirley's brake lights illuminate. Shirley drives in reverse as Sultan drives towards Shirley. Shirley slowed his car as Sultan drove next to him positioning his driver's door next to Shirley's driver door. They were side by side briefly [for seconds] before Sultan sped away from Shirley traveling north. Shirley made a U-turn and also drove north following Sultan. The shooting occurred within less than fifty seconds of Sultan exiting the ramp at Mateo Street.

LEGAL ANALYSIS

California law permits the use of deadly force in self-defense or in the defense of another if it reasonably appears that the person claiming the right of self-defense or the defense of another actually and reasonably believed that he was in imminent danger of great bodily injury or death. Cal. Penal Code § 197; *People v. Randle* (2005) 35 Cal. 4th 987, 994 (overruled on another ground in *People v. Chun* (2009) 45 Cal. 4th 1172, 1201); *People v. Humphrey* (1996) 13 Cal. 4th 1073, 1082; *see also*, CALCRIM Nos. 505, 3470.

In protecting himself or another, a person may use all force which he believes reasonably necessary and which would appear to a reasonable person, in the same or similar circumstances, to be necessary to prevent the injury which appears to be imminent. (CALCRIM Nos. 505, 3470) If the person's beliefs were reasonable, the danger does not need to have actually existed. *Id.*

When the peril is swift and imminent and the necessity for action immediate, the law does not weigh into nice scales the conduct of the assailed and say he shall not be justified in killing because he might have resorted to other means to secure his safety. *People v. Collins* (1961) 189 Cal. App. 3d 575

The "reasonableness" of a particular use of force must be judged from the perspective of a reasonable officer on the scene, rather than the 20/20 vision of hindsight. . . . The calculus of reasonableness must embody allowance for the fact that police officers are often forced to make split-second judgments – in circumstances that are tense, uncertain, and rapidly evolving – about the amount of force that is necessary in a particular situation. *Graham v. Conner* (1989) 490 U.S. 386, 396-397.

Actual danger is not necessary to justify the use of force in self-defense. If one is confronted by the appearance of danger which one believes, and a reasonable person in the same position would believe, would result in death or great bodily injury, one may act upon those circumstances. The right of self defense is the same whether the danger is real or apparent. *People v. Toledo* (1948) 85 Cal. App. 2d 577; CALCRIM Nos. 505, 3470.

The People have the burden of proving beyond a reasonable doubt that the attempted killing was not justified. *People v. Humphrey* (1996) 13 Cal. 4th 1073, 1082; CALCRIM Nos. 505, 3470.

CONCLUSION

The evidence examined in this investigation shows that off-duty Deputy Shirley was following Sultan because of Sultan's dangerous driving. As captured on the video, Sultan drove his car into Shirley's lane directly at him. When Sultan rolled his window down as he approached the driver's side of Shirley's car, Shirley believed that Sultan was armed with a gun and about to shoot him. Shirley discharged his weapon through his closed, front driver window demonstrating his fear was genuine.

Shirley was mistaken that Sultan was armed. A mistake of fact does not negate self-defense unless it was an unreasonable mistake. Under these circumstances, it cannot be proven beyond a reasonable doubt that Shirley's mistake was unreasonable. Thus, we cannot prove beyond a reasonable doubt that Shirley did not act in self-defense.

We are therefore closing our file and will take no further action in this matter.

Very truly yours,

STEVE COOLEY
District Attorney

By
For:

SERGIO GONZALEZ
Head Deputy, Justice System Integrity Division
(213) 974-3888

c: Deputy Steven Shirley #[redacted]

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CIVIL SERVICE COMMISSION

COUNTY OF LOS ANGELES

In the Matter of the Discharge of STEVEN SHIRLEY, Appellant, v. COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT, Respondent.	**CASE NO. 14-293** **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement/Release ("Agreement" and/or "Settlement Agreement" and/or "Release") is entered into by and between Respondent COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT, THE COUNTY OF LOS ANGELES, the COUNTY OF LOS ANGELES' employees, agents, representatives, its attorneys, claims adjustors, investigators, insurers, elected officials, heirs, executors, administrators, successors, and/or assigns (hereinafter individually and/or collectively sometimes referred to as "Respondent" or "the Department" or "County" or "the County of Los Angeles") and STEVEN SHIRLEY, his attorneys, employees, agents, representatives, heirs, executors, administrators, successors, and assigns (hereinafter individually and/or collectively sometimes referred to as "Appellant" or "Shirley").

RECITALS

A. Appellant was employed with the COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT in the position of Deputy Sheriff.

B. Appellant and the Sheriff's Department are parties to the above captioned appeal which is currently pending before the Civil Service Commission of the County of Los Angeles ("the Commission") and assigned CSC No. 14-293 (sometimes referred to as "civil service appeal").

C. On July 25, 2014, an intent to discharge letter was sent to Appellant following an investigation and a number of founded allegations of misconduct. On September 4, 2014, the Sheriff's Department notified Appellant that he was being discharged effective September 2, 2014. Thereafter, Appellant appealed the discharge to the Commission and the Commission assigned this matter Case No.14-293.

D. The parties wish to resolve this dispute by this Agreement in accordance with the terms set forth hereinafter.

E. It is the intent of this Agreement to resolve all claims and allegations, whether based on tort, statute, contract, discrimination, retaliation, and/or otherwise, that Appellant has and/or that he could have been asserted, as of the date of the signing of this Agreement.

F. Appellant and his representatives expressly represent and attest that no other appeals, actions, claims or lawsuits have been filed other than civil service number 14-293 Appellant and his representatives also represent that there are no other lawsuits, actions, appeals, complaints or claims, whether before the Commission, in any Superior Court, Federal Court and/or any other forum, concerning any claims and allegations that Appellant has or could have been asserted as of the date of the signing of this Agreement.

G. COUNTY and Appellant desire to avoid litigation and to settle all of these disputes and issues, with no admission of guilt or wrongdoing by either party, upon the terms and conditions set forth herein.

H. It is the intent of this Agreement to resolve all claims and allegations that Appellant has or that could have been asserted, whether known or unknown, suspected or unsuspected, as of the date of the signing of this Agreement. It is also the intent of this Agreement to resolve all claims and

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allegations, arising out of CSC No. 14-293 whether based on tort, statute, contract, discrimination, retaliation, or otherwise, that Appellant has and/or that could have been asserted, as of the date of the signing of this Agreement.

I. Appellant has, at all times, been advised by competent representatives of his own choice of the effect of this Agreement and represents by his signature on this Agreement that he freely and willingly accepts all of the terms, conditions, undertakings, and promises contained in this Agreement. Appellant has relied upon his own legal representatives as to the effect of this Agreement.

J. Appellant understands that all of his claims, whether or not they have merit, encompassed by this Agreement will forever be released. Thus, the parties wish to resolve all disputes by this Agreement and forever release each other in accordance with the terms set forth hereinafter.

NOW, THEREFORE, in consideration of the covenants and promises herein contained it is agreed as follows:

1. By virtue of execution of this Agreement, the Department rescinds the discharge decision made on September 4, 2014 and instead, the Department will accept Appellant's resignation for personal reasons from County service effective September 2, 2014.

2. Appellant, by virtue of execution of this Agreement, tenders his resignation for personal reasons from his position with COUNTY effective the end of the work day on September 2, 2014. and COUNTY, with the execution of this Agreement, hereby accepts the resignation of Appellant for personal reasons effective the end of the work day on September 2, 2014. Further, Appellant will submit a letter reflecting his resignation for personal reasons effective on September 2, 2014. Appellant may utilize the resignation letter attached hereto as Exhibit "A."

3. Appellant will receive no back pay, no benefits, no financial or other consideration as a result of entering into and/or executing this Agreement.

Further, Appellant will not receive a CCW endorsement pursuant to California Penal Code Section 12027 or a retirement card or a Sheriff's Department retirement credential or badge.

4. If a third party outside of the County of Los Angeles (such as a prospective employer of Appellant) were to contact the Department about Appellant, the person or entity would simply be advised about the dates of Appellant's employment and in what capacity. The Department will also

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state that Appellant resigned for personal reasons.

5. Appellant shall dismiss with prejudice all complaints and claims filed against the County of Los Angeles or the Department connected with or arising out of his employment including, but not limited to, his appeals to the County of Los Angeles Civil Service Commission. If there are any other complaints or claims filed by Appellant relating to or in any way connected with his employment with the Department, with the exception of any Workers' Compensation claims, Appellant expressly and unequivocally recognizes and agrees that they are within the scope of this Agreement and shall be dismissed within two (2) days of the execution of this Agreement.

6. Upon execution of this Settlement Agreement, Appellant will immediately, and in any event within two (2) days of the execution of this Agreement, withdraw, in writing, his request for a hearing before the Civil Service Commission concerning this matter. Further, by executing this Settlement Agreement, Appellant's appeal in CSC No. 14-293 shall be deemed withdrawn and dismissed finally and irrevocably. If Appellant does not submit this letter within two (2) days after execution of this Settlement Agreement, this Settlement Agreement itself will serve to constitute the withdrawal by Appellant of his appeal in CSC No. 14-293.

7. Appellant agrees and undertakes that he will not apply for, seek or accept employment, in any capacity and at any time, with the COUNTY OF LOS ANGELES, the SHERIFF'S DEPARTMENT and/or any of the Departments or entities within the COUNTY OF LOS ANGELES.

8. Appellant's retirement benefits, if any, are not addressed by this Settlement Agreement and Release, and Appellant agrees and recognizes that any issues regarding retirement benefits, if any, shall be resolved with and determined by the Los Angeles County Employees Retirement Association.

9. Each side, namely, Appellant and the COUNTY, shall bear its own costs of every sort and kind as well as each side's own attorney's fees, in all proceedings and with respect to all matters, events and facts addressed by and/or related in any way to this Agreement.

10. Appellant agrees not to pursue any issues raised by and/or that could have been raised by his civil service appeal in any other forum whatsoever. Appellant is not to pursue any further claims, actions, proceedings, complaints, protests of any sort or nature, including but not limited to, any complaint, grievance, letter complaint, or oral complaint against Respondent in connection with any

allegations which relate in any way to this matter including, but not limited to, his discipline,, the discharge, his employment relationship with the COUNTY OF LOS ANGELES, and/or the investigation conducted and action taken prior to and/or subsequent to his discipline and discharge.

11. In consideration of the terms and conditions set forth herein, Appellant agrees to fully release, acquit and forever discharge the COUNTY OF LOS ANGELES, the LOS ANGELES COUNTY SHERIFF'S DEPARTMENT, and all of their present and former officers, employees and agents of the County, and their heirs, successors, assigns, and legal representatives from any and all liability whatsoever for any and all claims arising out of or connected with the employment relationship between the COUNTY OF LOS ANGELES and Appellant concerning the subject matter of the proceedings and events between the parties referred to herein.

12. Appellant agrees not to file in any State or Federal Court or before any state or federal agency, or before any tribunal, be it administrative or judicial or legislative or executive, any charges or complaints relating in any way to the above-described disputes or to any other matter arising prior to the execution of this Agreement, in connection with any allegations which relate in any way to his discipline, the discharge, any administrative investigations involving Appellant, his employment relationship with the Department, any claim he could have brought up to and including the date of this Agreement in connection with his discipline, any claim he could have brought up to and including the date of this Agreement in connection with claims in tort and/or contract, claims of discrimination, retaliation, or any other matter which would be the subject of federal or state laws involving employment discrimination, including, but not limited to, any claim which was the subject of any petition, pleading, document and/or other writing filed by Appellant up through the date of this Agreement with the Civil Service Commission.

13. Appellant agrees to withdraw from consideration any charges or complaints, including, but not limited to, the California DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING ("DFEH") or Federal EQUAL EMPLOYMENT OPPORTUNITY COMMISSION ("EEOC") charge or charges currently before any State or Federal Court or agency, the Commission or any other governmental entity which relates to the COUNTY or COUNTY's past or present employees, agents and/or officials, in connection with any allegations which relate in any way to his employment, his

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employment relationship with the COUNTY, any claim he could have brought up to and including the date of this Agreement in connection with claims of discrimination, retaliation, or any other matter which would be the subject of the federal or state laws involving employment discrimination, including any claim which was the subject of any petition filed by Appellant up through the date of this Agreement with the Commission.

14. Appellant understands and agrees that all of his rights under §1542 of the Civil Code of the State of California are hereby expressly waived and relinquished. Said §1542 reads as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected the settlement with the debtor."

Appellant agrees that adequate consideration supports this waiver.

15. Notwithstanding the provisions of §1542, and for the purpose of implementing a full and complete release and discharge of the released parties, Appellant expressly acknowledges that this Agreement and Release are intended to include in its effect, without limitations, all claims which Appellant does not know or suspect to exist against COUNTY at the time of execution, hereof, and that this Agreement contemplates the extinguishment of any claim or claims, in connection with any claim he could have brought up to and including the date of this Agreement in the federal or state laws involving employment discrimination, including any claim which was the subject of any petition filed by Appellant up through the date of this Agreement with the Commission and/or any complaint filed with any Court.

16. Appellant specifically acknowledges that he has not been the subject of discrimination or retaliation in any form, including, but not limited to, discrimination based upon age, race, religious creed, color, gender, national origin, ancestry, physical disability, mental disability, medical condition, marital status, parental status, filing of Worker's Compensation claims, or sex, and that he has no claim against the Department for any such discrimination or retaliation, whether any such claim is presently known or not known by him.

17. Appellant acknowledges that he has read and understands the terms of this Settlement

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Agreement that he has had the option of reviewing it with counsel of his own choosing and that he is relying solely upon the content of this Agreement and Release and is not relying on any other representation whatsoever of the released parties as an inducement to enter into this Agreement.

18. The terms and conditions of this Agreement, will be confidential except (1) where COUNTY regulations or policies require disclosure to COUNTY departments and/or COUNTY management and/or (2) where disclosure to any entity or person is required by law.

19. The parties further agree that this Settlement Agreement shall not be considered, cited or used in future disputes as establishing past precedent or past employment practice. This Agreement resolves the dispute between this Appellant and the Department, and is not to be applied to any other facts or disputes, with the exception of any future proceedings, including, but not limited to, civil service proceedings involving, relating to and/or concerning this Appellant and the Department.

20. This document sets forth the entire agreement between the parties and may not be altered, amended, or modified in any respect, except by writing duly executed by the parties affected. All other understandings, oral agreements and writings are expressly superseded hereby and are of no further force or effect. The parties agree and acknowledge that this is an integrated agreement and constitutes the final expression of the parties' agreement. The parties also agree and acknowledge that this Settlement Agreement and Release is strictly subject to the Parol Evidence Rule. This agreement may be enforced in a court of law by either party.

21. Appellant agrees to cooperate fully and to execute any and all supplementary documents and to take all additional actions that may be necessary and appropriate to give full force and effect to the basic terms and intent of this Agreement and which are not inconsistent with its terms. Appellant and each of his past, present and/or future representatives, attorneys and/or employees, agents and officials agree that they will make no statements inconsistent with any of the provisions of this Agreement.

22. This Settlement Agreement and Release is to be construed and interpreted as if both parties participated in the drafting of this Settlement Agreement. Any ambiguities shall be resolved in favor of upholding the purpose of this Settlement Agreement.

23. Appellant acknowledges and recognizes that the compromise and settlement which form

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the basis of this Agreement have been arrived at after thorough bargaining and negotiation and represent a final, mutually agreeable compromise.

24. The date of the last signature placed on this Settlement Agreement shall hereinafter be known as the "date of execution" and/or "the effective date" of this Agreement.

25. Appellant represents and agrees that he has carefully read and fully understands all of the provisions of the Agreement, and that he is voluntarily, and without duress or undue influence, entering into this Agreement.

26. It is understood and agreed that Appellant is currently unaware of any claim, right, demand, debt, action, obligation, liability, or cause of action that Appellant may have against the Department and/or any of its managers, law enforcement personnel, agents, servants, or employees which has not been released by Appellant in this Release.

27. Appellant acknowledges that all liens or other claims of third parties have been disclosed and agrees to hold harmless, defend, and indemnify COUNTY, its attorneys and agents, for any and all liens or other claims of third parties which have been or may be asserted for services which have been or may be rendered on behalf of Appellant.

28. Appellant represents and warrants that no claim, demand, cause or causes of action that he has or might have arising out of, connected with, or incidental to CSC No. 14-293 nor any portion thereof, nor any claims and potential and/or possible claims that are the subject of or addressed by this Agreement, has/have been assigned or transferred to any other person, firm or corporation including, without limitation, any parent, subsidiary or affiliate of any party, in any manner, including by way of subrogation or operation of law or otherwise.

29. It is understood that this Agreement is a compromise of disputed claims and that the actions of the parties in accomplishing this Agreement shall not be construed as an admission or acknowledgment of liability or wrongdoing on the part of any party.

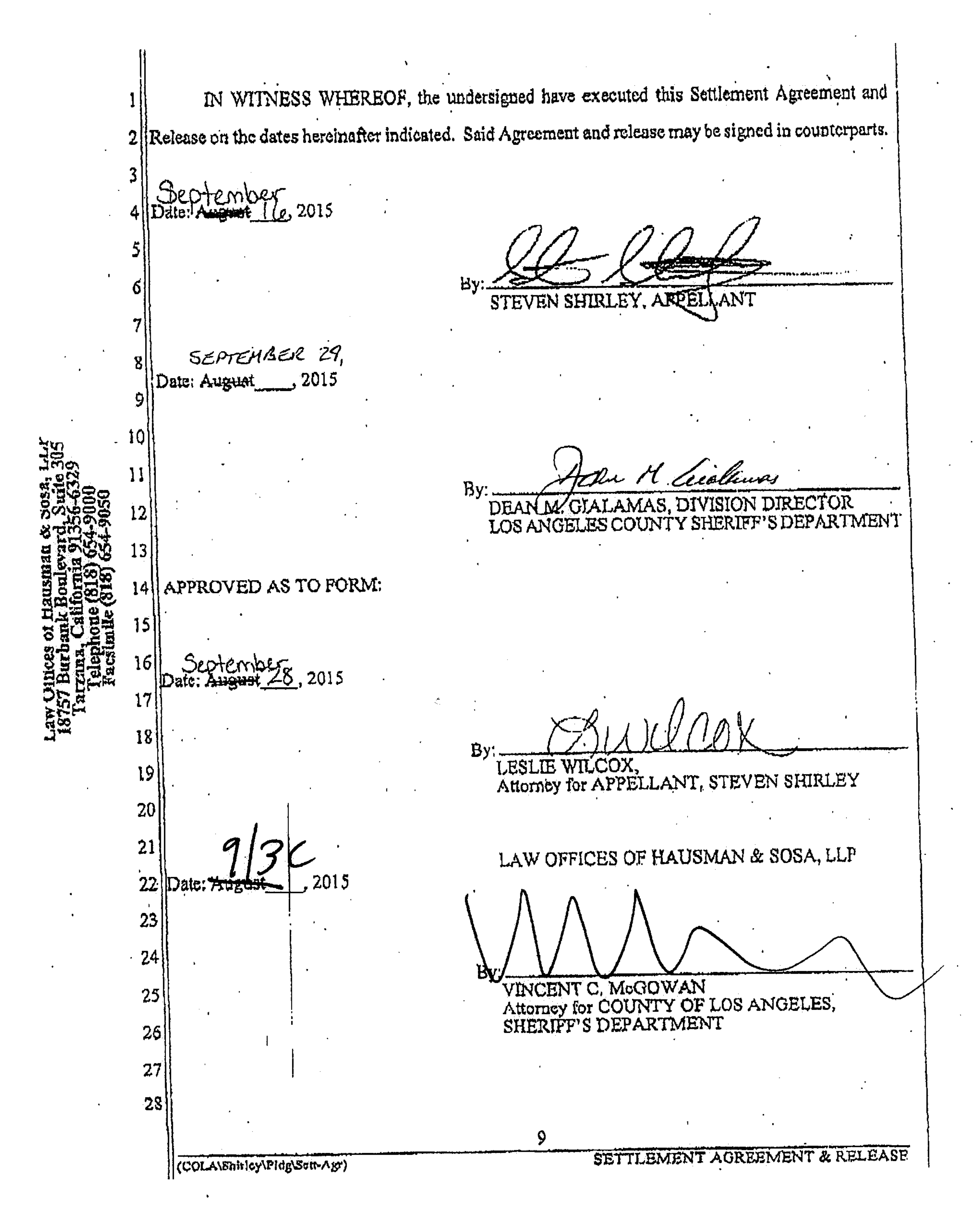
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IN WITNESS WHEREOF, the undersigned have executed this Settlement Agreement and Release on the dates hereinafter indicated. Said Agreement and release may be signed in counterparts.

Date: ~~August~~ September 16, 2015

By: ______________________
STEVEN SHIRLEY, APPELLANT

Date: ~~August~~ SEPTEMBER 29, 2015

By: ______________________
DEAN M. GIALAMAS, DIVISION DIRECTOR
LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

APPROVED AS TO FORM:

Date: ~~August~~ September 28, 2015

By: ______________________
LESLIE WILCOX,
Attorney for APPELLANT, STEVEN SHIRLEY

Date: ~~August~~ 9/30, 2015

LAW OFFICES OF HAUSMAN & SOSA, LLP

By: ______________________
VINCENT C. McGOWAN
Attorney for COUNTY OF LOS ANGELES, SHERIFF'S DEPARTMENT

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County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



JOHN L. SCOTT, SHERIFF

September 4, 2014

Deputy Steven Shirley, #[redacted]

Dear Deputy Shirley:

On July 25, 2014, you were served with a Letter of Intention indicating your right to respond to the Sheriff's Department's pending disciplinary action against you, as reported under File Number IAB 2327720. You were also advised of your right to review the material on which the discipline was based.

You did exercise your right to respond. However, after review and consideration of the response submitted to support your position, it has been determined that the recommended discipline is appropriate.

You are hereby notified that you are discharged from your position of Deputy Sheriff, Item No. 2708A, with this Department, effective as of the close of business on September 2, 2014.

An investigation under File Number IAB 2327720, conducted by Internal Affairs Bureau, coupled with your own statements, has established the following:

1. That in violation of Manual of Policy and Procedures Sections 3-01/030.05, General Behavior; and/or 3-01/050.30, Off-Duty Incidents; 3-01/050.10, Performance to Standards; and/or 3-01/025.10, Unreasonable Force; and/or 3-01/025.30, Use of Firearms and Deadly Force, on or about June 22, 2011, while off-duty, you unnecessarily put yourself in harm's way when you took unnecessary police action and/or failed to perform in a manner which will tend to establish and/or maintain the highest standard of efficiency in carrying out the functions and objectives of the Department and/or used force which was unnecessary and/or

excessive given the totality of the circumstances, and/or discharging your firearm at another human being (Mr. Hashan Sultan) without an objectively reasonable belief that death and/or serious physical injury was about to be inflicted upon yourself and/or others, and/or brought discredit upon yourself and the Department as evidenced, by but not limited to:

a. following, and/or chasing, and/or pursuing a vehicle which had passed you at a high rate of speed, and/or failing to identify, and/or articulate a reasonable belief of the commission of a crime, and/or necessity for police action, and/or;

b. continuing to follow, and/or chase, and/or pursue the vehicle without justification despite opportunities to safely disengage, and/or;

c. discharging your firearm into the vehicle without reasonable, and/or objective belief that death and/or serious physical injury was about to be inflicted upon yourself and/or others, and/or;

d. failing to identify, and/or utilize target acquisition, and/or failing to consider the shooting backdrop, and/or presence of any potential hazard, and/or non-involved persons in the area prior to discharging your weapon into the vehicle, and/or;

e. failing to articulate, and/or identify a threat of death, and/or great bodily injury to yourself, and/or others, prior to discharging your firearm into the vehicle when questioned by investigators.

Additional facts for this decision are set forth in the Disposition Worksheet, Investigative Summary and Investigative Packet which are incorporated herein by reference.

In taking this disciplinary action, your record with this Department has been considered, and a thorough review of this incident has been made by Department executives, including your Unit and Division Commanders.

You may appeal the Department's action in this matter pursuant to Rules 4.02, 4.05 and 18.02 of the Civil Service Rules.

You may, if you so desire, within fifteen (15) business days from the date of service of this notice of discharge, request a hearing on these charges before the Los Angeles

County Civil Service Commission, 222 North Grand Avenue, Los Angeles, California 90012.

The Sheriff's Department reserves the right to amend and/or add to this letter.

Sincerely,

JOHN L. SCOTT, SHERIFF

Dean M Gialamas

DEAN M. GIALAMAS, DIVISION DIRECTOR
TECHNICAL SERVICES DIVISION

Note: Attached for your convenience are excerpts of the applicable areas of the Manual of Policy and Procedures and Civil Service Rules.

DMG:EMS:AEA:bs

c: Advocacy Unit
Dean M. Gialamas, Division Director, Technical Services Division
David M. Silversparre, Captain, Communication and Fleet Management Bureau
Internal Affairs Bureau
Judy A. Gerhardt, Captain, Personnel Administration